

**CONTRACT DGS-140207-BLA
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
BLACK SUN VALUATION.**

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1. SCOPE OF CONTRACT

This is a master ordering agreement (the "Contract" or "Agreement") between the Commonwealth of Virginia ("Commonwealth," "Department of General Services," or "DGS") and BLACK SUN VALUATION Consultants (the "Contractor"), FEIN #26-4323185 a Delaware corporation, having its principal place of business at P.O. Box 19099 Atlanta GA 31126 for the provision of Appraisal Services; hereinafter referred to as "Services," pursuant to the Commonwealth's Request For Unsealed Proposal # NCH-2013-1213, dated December 13, 2013 (the "RFUP") and Contractor's proposal, dated January 16, 2014 in response thereto.

Services are to be provided for Appraisal Services of Complex real property, appraisal services to include appraisal consultation services analysis under the jurisdiction and management of the Department of Real Estate Services (DRES). In addition, services may also be provided for other qualified public bodies (Authorized Users) as defined in as defined in Virginia Code §2.2-4301, which will be able to submit orders under an agreement with selected Contractors for Services to be provided under an agreement, as delineated in any Order, which is to include an accompanying Statement of Work (SOW) and issued against this contract. of the Code of Virginia, hereinafter referred to collectively as "Authorized Users," as referenced in the RFP.

AUTHORIZED USERS SHALL SUBMIT ORDERS FOR SERVICES IN ACCORDANCE WITH THE ORDERING PROVISIONS HEREIN.

2. INTERPRETATION OF CONTRACT

As used in this Agreement, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract Services, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any Order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this Contract DGS-140207-BLA, consisting of terms and conditions labeled 1 through 58, including all Attachments hereto; (2) all executed Orders and Attachments referencing Contract DGS-140207-BLA (3) the RFP NCH-2013-1213 and (4) the Contractor's proposal dated January 16, 2014 submitted in response to the RFP; The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

The Commonwealth, at its sole discretion, may extend this Contract for up to one(1) additional one(1) year periods the Commonwealth will issue a written notification to the Contractor stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Services ordered during the term of the Contract may extend beyond the term of this Contract.

The initial term for the Agreement will be for a period of one (1) year from Contract execution (the "Initial term"). All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed or Services delivered.

4. RENEWAL OF CONTRACT

DGS, at its sole discretion, may renew this Contract, for up to five (5) additional one (1) year successive periods after the expiration of the initial one (1) year period under the terms and conditions of the original Contract, and upon mutual written agreement between the parties. DGS will issue a written notification to the Supplier stating the renewal period, not less than thirty (30) days prior to the expiration of any then current term.

Performance of Services under any Order issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the delivery of services of such Order shall remain in full force and effect until the Services pursuant to such Order from the applicable Authorized User have been completed.

5. PRICE ADJUSTMENTS

At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the contract pricing for the prior term, or; b) the contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Services" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available. (<http://stats.bls.gov/news.release/cpi.t04.htm>)

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

Any such change in price shall be submitted to DGS in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

6. ADDITION/DELETION OF ITEMS/SERVICES

This Contract may be modified in order to add and/or delete Items or Services as deemed necessary by the Commonwealth which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Users may add and/or delete Contract services or items through a Change Order to their original Order. Following receipt of the Change Order, Contractor shall prorate their invoices to reflect the appropriate pricing changes for the effective date of the pertinent change of Service.

7. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "*Vendors Manual*" on the vendors tab.

8. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9. ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. DEBARMENT STATUS

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

13. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

14. PAYMENT**a. To Prime Contractor:**

- i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
- v. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

b. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- ii. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- d. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

15. PRECEDENCE OF TERMS:

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

16. TESTING AND INSPECTION

The Commonwealth or any Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

17. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

18. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
- i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

19. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

20. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 84-73-0076K.

21. INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees; to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability* - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
- d. Automobile Liability* - \$1,000,000 per occurrence.
- e. Motor Carrier's Liability* - \$1,000,000 per occurrence.
- f. Garage Liability* - \$1,000,000 per occurrence.

* The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

22. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. NONDISCRIMINATION OF CONTRACTORS

Contractor shall not be discriminated against in the award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

25. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that DGS or any Authorized user shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the

term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

27. SET-ASIDES

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

28. BID PRICE CURRENCY

Unless stated otherwise, Contractor shall state all prices in US dollars.

29. USE OF AGREEMENT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative procurement," the intent of this Agreement is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, as defined in § 2.2-4301, entitled "Definitions" of the Virginia Public Procurement Act (VPPA) as amended, and hereinafter referred to as "Authorized Users" may access and use this Agreement, if agreeable to Contractor and in accordance with the Ordering provisions governing this Agreement, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Agreement may be used by the entities stated above to procure services in accordance with Attachment "C," entitled Pricing Schedule, attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Department of General Services (DGS) in writing by providing DGS a Contract Sales and Usage report for any entity placing an order(s) to use this Agreement in accordance with the Contract Reporting provisions, herein, entitled Contractor's Quarterly Report of Sales.

This is a requirements based, basic ordering agreement and no modification of the Agreement is required for an Authorized User to submit orders to participate.

30. CANCELLATION OF CONTRACT

The Commonwealth reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon sixty (60) days written notice to the contractor(s). In the event the initial contract period is for more than twelve (12) months, then the resulting contract(s) may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor(s) of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

31. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.

32. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

33. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the services specified.

34. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination. Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

35. EXTRA CHARGES NOT ALLOWED

The Offeror's price shall be for complete delivery or all materials and reports ready for the Commonwealth's use, and shall include all applicable freight, mail, and delivery charges; extra charges will not be allowed.

36. ORDERS

Authorized Users may order Services from this Contract by any of the following methods:

- a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Charge Card:
 - i. Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current authorized charge card limit.
 - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

37. BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract, on notice to Contractor, unless Contractor immediately gives the Commonwealth adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory contract. Any such suspension of further performance by the Commonwealth pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth to pursue or enforce any of its rights under this Contract or otherwise.

38. CONTRACTOR'S QUARTERLY REPORT OF SALES

Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser. A Contract Sale is defined as the total of all invoices paid by the Commonwealth during the reporting period.

The Contractor shall provide this report in Excel spreadsheet format via email to the Director, DGS Procurement at procurement@dgs.virginia.gov within thirty (30) days after the end of each quarterly reporting period as defined herein.

39. ADDITION/DELETION OF SERVICES

This Contract may be modified in order to add and/or delete Services as deemed necessary by the Commonwealth, which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so, as denoted herein under the section entitled "CHANGES/MODIFICATIONS." No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

40. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of

amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia, or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

Authorized Users will place their own Orders directly with the Contractor and will fully and independently administer their use of this Agreement to include contractual disputes, and invoicing and payments, without direct administration from DGS. Neither the Commonwealth nor DGS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Agreement.

Contractor hereby certifies and warrants that neither the Commonwealth nor DGS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement, no matter the circumstances.

The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

41. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

42. CHANGES/MODIFICATIONS

This Contract may be modified in accordance with § 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term

or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

43. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- b. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

44. CONFIDENTIALITY

Contractor assures that information and data obtained as to personal facts and circumstances related to the Commonwealth, Authorized Users, its customers clients, or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the Commonwealth, Authorized User's, or their customers, clients, or other's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

45. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Complete and submit Attachment D, entitled "Virginia State Corporation Commission (SCC) Form" with response.

46. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

47. BREACH BY CONTRACTOR

In the event the Contractor fails for any reason to deliver the Services in a timely manner or according to Contract terms, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the Commonwealth is sent or given, the Commonwealth may immediately procure service(s) from another source and seek from Contractor any costs arising from the reprocurement. In no event shall the Commonwealth be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, developing, or delivering the service(s) which are subject of the Commonwealth's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

48. SMALL BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/Bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder/Bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/Bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids

or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a yearly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

49. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

50. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security

measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

51. CANCELLATION OF SALES TRANSACTION

If, for any reason, a real estate sales transaction(s) is cancelled, the Commonwealth of Virginia reserves the right to pay the bidder only for demonstrated services performed or proven expenses incurred up to that point in time.

52. CHANGES/MODIFICATIONS

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed-price basis may not be increased more than twenty-five percent (25%) of the original amount or \$50,000, whichever is greater, without the advanced written approval of the Governor of the Commonwealth of Virginia or their authorized designee, who is identified Executive Order as the Director, DGS.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Director, DGS Procurement
1100 Bank Street, Suite 724
Richmond, VA 23219
Tel.: 804-786-0177
Fax: 804-786-1593
Email: procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

BLACK SUN VALUATION CONSULTANTS, Ltd.

P.O. Box 19099
Atlanta GA 31126
Tel: 800-610-6085
Fax: 888-710-3085
slassere@concordisadvisors.com
Sandy L. Lassere

53. ORDERS

Authorized Users may order Services from this Contract by one of the following methods:

- a. eVA: An order issued through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Orders: A duly authorized purchase order issue by an Authorized User.
- c. Charge Card: Any order/payment transaction, processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or the then-current charge card limit.

This ordering authority is limited solely to issuing orders for Services available under this Agreement by a duly authorized representative of the Commonwealth or Authorized User, as stipulated herein under the provision entitled, "Ordering Officers."

Any Order executed prior to termination or expiration of the Agreement, shall survive such expiration or termination, and the provisions of this Agreement shall continue to have full force and effect for the duration of any Order term.

54. ORDERING OFFICERS

DGS, or any Authorized User seeking to use the Agreement, are to provide the names of any Ordering Officer to the Contractor following Award or prior to submission of any Order, as applicable. This Ordering Officer(s) authority is limited solely to ordering Services herein, via a written Order in accordance with the Ordering provisions herein, and specifically referencing this Agreement. This limited authority shall not include the ability to add any additional Services not set forth herein, or to change or modify any contractual provisions agreed upon herein.

THE ORDERING OFFICER'S AUTHORITY IS LIMITED SOLELY TO ORDERING SERVICES IN ACCORDANCE WITH THE CONTRACT "SERVICES AND PRICING SCHEDULE." AN ORDERING OFFICER HAS NO AUTHORITY TO MODIFY THE AGREEMENT. ALL CHANGES TO THIS CONTRACT SHALL BE INCORPORATED SOLELY THROUGH FORMAL WRITTEN MODIFICATION TO THE AGREEMENT BY THE PARTIES IDENTIFIED IN THE SECTION HEREIN, ENTITLED "AUTHORIZED REPRESENTATIVES."

Contractor is hereby notified that the Commonwealth or any Authorized user shall make payment only against valid Orders executed by any of the foregoing identified authorized Ordering Officers, and upon a confirmed receipt of the Order by the Contractor.

55. ORDER CHANGES

Any changes to be made once an Order has been provided to the Contractor must be made between the Ordering Officer representing an Authorized User and Contractor. Both parties shall agree in writing to any changes in the scope of Services provided, or any increase or decrease in the price that may result as a consequence of the changes. **No Order changes may be made verbally. Only the Authorized User has the authority to issue a change to any Order.**

56. TERMINATION OF INDIVIDUAL ORDERS

Any individual Order under this Agreement may be terminated, in whole or in part, by the Commonwealth or pertinent Authorized User for its convenience, at any time by thirty (30) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience. The Commonwealth or pertinent Authorized User shall be responsible solely for any costs that may be associated with services termination or de-installation of equipment.

57. CONTRACT ADMINISTRATOR

The DGS Contract Administrator who will address all day-to-day administrative or operational issues for Orders submitted by DGS will be determined following contract award

with all contact information, and thereafter in any Order document. For any other Authorized User of the Agreement ordering Services under this Agreement, a Contract Administrator and all contact information is to be included in the pertinent Ordering document.

58. INVOICES AND METHOD OF PAYMENT

- a. Invoices: As applicable, all invoices shall be rendered promptly to DGS or to the Ordering Entity/Authorized User after all Services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost for Services / items other than those identified in the Contract *Services and Pricing Schedule* or the individual Order referencing this Contract and delineating the . Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering public body entity)
2. Authorized User contact name (Contract Administrator)
3. Description of the Service(s) provided
4. This Contract Number
5. Customer number
6. eVA Order (or applicable Purchase Order) number
7. Invoice number
8. Invoice date
9. Monthly charges
10. Contractor's Taxpayer Identification Number (TIN)

b. Payment:

- i. For valid invoices exceeding \$5,000.00, payment will be made within thirty (30) days of receipt of a valid invoice for all services provided during the previous month. The Contractor shall submit a valid invoice to the following address (for Services rendered to DGS) by the tenth (10th) day of the month following the month in which services were rendered.

Invoices shall be mailed to:

Department of General Services
ATTN: Fiscal Services
Post Office Box 404
Richmond, Virginia 23218-0404.

OR

For any Authorized User, Contractor shall use the invoicing mailing address stipulated in any duly authorized Order from the Authorized User, which references this Agreement.

- ii. For any valid invoice, and if requested by the Commonwealth or any Authorized User, the Contractor shall accept payment by the Commonwealth's then current Small Purchase Charge Card (SPCC), or any other card program under a valid

contract with an Authorized User, and for any amount stipulated by the specific card program. (i.e. CoVA's SPCC Card Program is for use with payments under \$5,000, while a Gold Card may be used to process payments at higher amounts)

iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between an Authorized User and Contractor.

c. **Credits:** Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached to enable validation.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

BLACK SUN VALUATION

BY: 

NAME: SANDY L. LASSERE

TITLE: Dir of Operations

DATE: 2/20/2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Nezzette Howard

TITLE: Senior Contract Officer

DATE: 2/26/14

ATTACHMENT A
TO
MASTER AGREEMENT
DGS-140207-BLA
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
BLACK SUN VALUATION Consultants, Ltd.

SERVICES AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract DGS-140207-BLA between the Commonwealth of Virginia, Department of General Services ("Commonwealth" or "State" or "DGS") and BLACK SUN VALUATION Consultants, Ltd. (the "Contractor").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-140207-BLA, the provisions of Contract DGS-140207-BLA shall control.

AREA	APPRAISAL HR. RATE	CONSULTATION HR RATE
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1. Bristol	\$50	REVIEW ONLY \$
2. Salem	\$80	REVIEW ONLY \$
3. Lynchburg	\$60	REVIEW ONLY \$
4. Richmond	\$50	REVIEW ONLY \$95 - REVIEW, Appraisal & CONS
5. Norfolk	\$50	REVIEW ALL \$95 - Appraisal LIMITED
6. Fredericksburg	\$50	\$95 - REVIEW, Appraisal & CONS
7. Culpeper	\$50	REVIEW ALL \$95 - APPRAISAL LIMITED
8. Staunton	\$60	REVIEW ONLY \$
9. Northern VA	\$50	\$95

PLEASE NOTE,

AREA 1, 2, 3, 8, ARE REVIEW APPRAISAL
SERVICES ONLY

I. SHIP TO / BILL TO ADDRESSES

Ordering Officers shall include shipping and billing addresses on individual Orders referencing this Contract.

II. REPORTING REQUIREMENTS

During the term of this Contract, or any renewal thereof, the Contractor agrees that any reports referenced herein or in the future regarding quantity, volume, sales, or other usage relating to delivery of Services shall be rendered to DGS as indicated herein, or as required in the future. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The Commonwealth reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default. Failure to comply with reporting and payment requirements of this section may result in default of Contract. Reference clause contained herein, entitled "Termination and Cancellation."

Reports include, but are not limited to, the following:

Reports include, but are not limited to, the following:

A. Utilization of Small Businesses and Business Owned by Women and Minorities

Contractor shall provide a monthly report on the involvement of small businesses and businesses owned by women and minorities. This report will specify actual dollars expended year to date, by month, with such businesses on this Contract. This information shall be provided separately for each Department of Minority Business Enterprise certified small business, women-owned business, and minority-owned business.

The following information shall be provided in an Excel spreadsheet format as follows:

1. Prime Vendor Tax ID Number
2. Prime Vendor Name
3. Subcontractor Tax ID Number
4. Subcontractor Name
5. Transaction Date
6. Transaction Type
7. Contract Number
8. Dollar Amount
9. SWaM Type (Small (S), Woman-owned (W), Minority-owned (M) or combination (i.e., SW, SM, etc.)
10. Total Dollar Amount

This report shall be submitted in electronic spreadsheet format via email to procurement@dgs.virginia.gov no later than the 5th of each month.

C. Report on Utilization of Non-DMBE Certified SWaM-Owned Businesses

Contractor shall provide a report at the completion of the contract term showing the utilization on non-DMBE-certified SWaM businesses which reflects actual dollars expended year to date, by month, with such businesses on this contract.

The electronic report format shall be identical to the format set forth for reports of "Utilization of DMBE Certified SWaM-Owned Businesses" and be submitted via email to procurement@dgs.virginia.gov no later than the last calendar business day of the month following the applicable reporting period.

D. Final Actual Involvement Report

The Contractor will submit, prior to completion or at completion of the Contract and prior to final payment, a report on the actual dollars spent with Small Businesses and businesses owned by Women and Minorities during the performance of this Contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, Minority-owned, Women-owned) a comparison of the total actual dollars spent on this Contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

The electronic report format shall be identical to the format reflected in Paragraph A above, entitled "Utilization of DMBE Certified SWaM-Owned Businesses" and be submitted via email to procurement@dgs.virginia.gov no later than ten (10) days after Contract expiration.

E. Contractor's Quarterly Report of Sales

Contractor is to report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter, i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on any order and/or Participating Addenda referencing this Contract, as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser. A Contract Sale is defined as the total of all invoices paid by the Commonwealth or any Authorized User during the reporting period.

The Contractor shall provide this report in Excel spreadsheet format via email to the Director, DGS Procurement at procurement@dgs.virginia.gov within thirty (30) days after the end of each quarterly reporting period as defined herein.

III. DELIVERY SCHEDULE

Completion of this assignment shall be 30 days after receipt of notice to proceed, subject to unforeseen circumstances or conditions beyond the control of Contractor as noted in part 3 "Timing" of the contractor's proposals.

IV. AGENCY AND CONTRACTOR POINTS OF CONTACT**COMMONWEALTH OF VIRGINIA**

Department of General Services
Central Procurement Unit
Nezette C. Howard
1100 Bank Street, Suite 724
Richmond, VA 23219
Tel.: 804-786-8768
Fax: 804-786-1593
Email: nezette.howard@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

CONTRACTOR

Black Sun Valuation
P.O. Box 19099
Atlanta GA 31126
Tel: 800-610-5085
Fax: 888-710-3085
slassere@concordisadvisors.com
Sandy L. Lassere